



Arizona Department of Environmental Quality Recycling Grant Program Household Hazardous Waste and Electronics Collection Projects

The Arizona Department of Environmental Quality (ADEQ) is requesting grant applications from political subdivisions and tribal governments that serve communities in Arizona. Approximately \$450,000 is available through the ADEQ Recycling Program during this grant cycle for multiple awards. Collaborations by entities for community partnerships are encouraged.

GRANT APPLICATION DUE DATE AND TIME: Wednesday, November 15, 2006 at 3:00 p.m. Arizona time.

GRANT WORKSHOP: There will be one grant workshop to answer questions concerning the grant application process on the date, time and location listed below. The meeting will last approximately one hour.

WHERE: ADEQ 1110 W. Washington St., Room #250, Phoenix, Arizona

WHEN: Thursday, October 19, 2006

TIME: 10:00 a.m.

APPLICATION DELIVERY LOCATION: Arizona Department of Environmental Quality, Attn: Recycling Program, 1110 West Washington Street, Phoenix, Arizona 85007. **Faxed or e-mailed applications will not be accepted.**

APPLICATION MAILING LOCATION: Arizona Department of Environmental Quality, Attn: Recycling Program, 1110 West Washington Street, Phoenix, Arizona 85007.

Each original application (including 15 copies) must be submitted in a sealed package with the Grant Program number EV07-0062 and applicants name and address clearly indicated on the outside of the package.

Applications chosen for award are anticipated to be announced by December 15, 2006.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RECYCLING PROGRAM GRANTS MANUAL.



Arizona Department of Environmental Quality Recycling Grant Program

Household Hazardous Waste and Electronics Collection Projects

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Chapter 1

General Information

Introduction

The Arizona Department of Environmental Quality's Recycling Program was established through the Arizona Solid Waste Recycling Act of 1990 (see A.R.S. 49.831 et seq.). The Recycling Program is responsible for providing public education to encourage participation in recycling and source reduction, and for providing the public with information on proper solid waste disposal. Program monies are derived from landfill disposal fees and funds the Waste Reduction Assistance (WRA), Waste Reduction Initiative through Education (WRITE), and Recycling Research and Development (RR&D) projects.

The objective of WRA projects is to provide Arizona residents with funding assistance to promote recycling opportunities in their local communities. This specific grant will focus on providing household hazardous waste and electronic collection events for local communities. Political Subdivisions and Tribal Governments are eligible applicants. All projects must be completed by June 30, 2007.



This grant program is administered in accordance with A.R.S. §41-2702.

General Guidelines

Funding Program

- Waste Reduction Assistance (WRA)

Eligible Applicants

- Political subdivisions
- Tribal governments

Important Notes

- A grant must be awarded and a grant agreement executed before a project can be started.
- All projects must be completed by June 30, 2007.
- Payments are made on a cost reimbursement basis. Grantee must provide assurance that the work has been completed by submitting receipts and invoices in order to receive reimbursement.
- Grantee must give printing credit and suitable public acknowledgement for grant assistance to the Arizona Department of Environmental Quality's Recycling Program.

Grant Application Process

Request for Grant Applications

The distribution of a Recycling Program Request for Grant Applications (RFGA) is the first step in each grant cycle. An RFGA will be sent to Arizona political subdivisions and tribal governments. The RFGA announces the approximate amount of funds available, application submittal due date, a workshop date, and other pertinent information specific to the grant cycle.

Grant Evaluation Process

The evaluation will be in accordance with A.R.S. §41-2702. The evaluation process begins after the grant application submittal deadline. During evaluations the application will be confidential. After award, the application will be available for public review. An evaluation committee will first review the application to ensure that it is eligible for funding based on compliance with the grant application process. Applications which fail to meet requirements may be rejected and will not be further evaluated. ADEQ will notify applicants if the eligibility requirements are not met. If the grant application meets all eligibility requirements, it will be evaluated based on the criteria for each funding program to which it has applied. The applicant may be requested to supply additional information and may also be asked to revise their application based on the additional information submitted.

After the Grant Evaluations

Applicants will be notified as to whether or not they received a grant award after the evaluation process is completed. Applications approved by ADEQ for grant funding will also be sent a Grant Agreement (contract) to sign.

After grant awards are made, all applications and the associated evaluations will be made available to the public. ADEQ may determine that trade secrets or proprietary information may continue to be held confidential. If the applicant feels that any of the information contained in their application should be held confidential they must designate that information as "confidential" in their application, and provide an explanation as to why it should be held confidential.

If an applicant does not receive a grant award, the applicant may request a meeting with the Recycling Grant Manager to discuss the application and evaluation. Applicants also have the right to protest the award decision. A letter of protest shall be written within 30 days from the date of notification. Protest letters must be sent to the ADEQ Director along with a copy to the Recycling Grant Manager to the following address:

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, Arizona 85007

Any protests and remedies will be followed in accordance with A.R.S. §41-2704.

Staff Assistance

A workshop has been planned and announced in the Request for Grant Applications. Attendance at the workshop is optional, but it will help assure that you have the most up-to-date information available. Any questions concerning the grants manual, the evaluation process, or general program questions should be directed to the Recycling Program Grant Manager.

WRA:HHW and Electronic Collection Grant Manager
ADEQ Recycling Grant Program
1110 W. Washington St.
Phoenix, AZ 85007
Phone - (602) 771-4134
Toll free - (800) 234-5677, Ext. 771-4134
Fax - (602) 771-2383

Chapter 2

Funding Program

Waste Reduction Assistance: Household Hazardous Waste and Electronics Collection Projects

Objective

The objective of the WRA program is to provide recycling opportunities to all Arizonans, and to provide funding assistance to projects that divert significant amounts of household hazardous waste and electronic wastes from the solid waste stream or are a component of a comprehensive program designed to achieve high diversion levels. WRA projects may include a small public awareness component.

Project Time Line

All projects must be completed by June 30, 2007.

Available WRA Funds

- Political subdivisions and Tribal governments may request a maximum of **\$100,000** of WRA funds per application. Applications for more than the maximum amount shall not be considered.

WRA Grant Match Requirements

Political Subdivisions/Tribal Governments

- All political subdivisions and tribal governments shall provide a **40 percent match** of the **requested funding amount**.
- The match may be a combination of monetary or in-kind. Additional points may be awarded during the evaluation process based upon the amount monetary match.

In-Kind Match Provided by Political Subdivisions and Tribal Governments

- Use of equipment, buildings and land as an in-kind match cannot be assessed at full value. These assets shall be prorated to reflect the period of this project only.
- In-kind match shall not include indirect or overhead costs, legal or land acquisition fees, permits, licenses, taxes (with the exception of transaction privilege tax) or other fees.
- Volunteer time shall be assessed at minimum wage. Key personnel volunteer time shall be assessed based upon the type of professional services provided. If you have questions about whether your In-Kind Match will be acceptable, please contact the appropriate Grant Manager (see *Staff Assistance*) for clarification.

Eligible Projects

Projects that are eligible for WRA funding must focus on:

Household Hazardous Waste (HHW)

- Community one day or periodic HHW collection events;

Electronics Recycling

- Community one day or periodic electronic equipment (i.e. computers, audio, video) collection events.

WRA Evaluation Criteria/Outline

Listed in order of importance

How to apply:

Grant applications **must include all of the information listed below, in the order that it appears below.** During the evaluation process, the evaluation committee will be guided by the information you provide.

Application Outline

1) Description of the project:

Each application will be evaluated based on whether its stated project description is practical and achievable within the scope of work.

- Describe the HHW and/or electronic collection project.
- Describe how the public will be notified of the collection event.
- Describe when and where the event will take place.
- List what items will be accepted at the event.
- Describe how the hazardous materials will be transported.
- Describe how the collected material will be recycled or disposed.

2) Description of procedures to ensure public health and safety:

Applications will be evaluated on the health and safety procedures

- Describe procedures to ensure public health and safety during the collection event.

3) Organization background:

Applications will be evaluated on the lead organization's background and experience.

- Describe your key personnel's experience.
- If the project includes partners, please list each partner, including the lead organization, and what they are contributing to the project.
- Provide a brief summary of the lead organizations background and other participants and/or partners.
- Describe any past HHW and/or electronics collection projects conducted by the lead organization or partners.
- The applicant shall complete the Disclosure Form.

4) Methodology, Time Line/Tasks and Deliverables:

Applications will be evaluated based on methodology, time line and tasks used to complete the project. This should be presented in a format that is thorough and easily understood.

- Describe the steps to complete your project.
- Provide a time line identifying the tasks and milestones of the project.
- The following deliverables are required and should be incorporated into the time line.
 - One mid-project report.
 - One final report.

5) Budget Form and Narrative:

The budget should be in line with the proposed project. It should be accurate and complete. Any item for which funding is requested should be reasonable and justified in the budget narrative.

- Complete the Budget Form with the costs associated with the project. (The Budget Form is available for download at www.azdeq.gov)
- Provide a narrative description of the budget that corresponds with and explains the Budget Form of the proposed project.

Chapter 3

Grant Application Package

Application Instructions

Before filling out the following Recycling Program Grant application forms, the applicant should pre-plan the project and know:

- How the project needs to be structured
- Identify project components
- When and what personnel are needed
- How much it will cost to complete

It is highly recommended that you attend a grant workshop and consult with ADEQ staff regarding any questions on the application forms.

Follow these guidelines when preparing the application:

- Read and familiarize yourself with all chapters of this manual. Make sure the proposed project meets all of the described requirements.
- Complete the grant application form. (The grant application form is available for download at www.azdeq.gov)
- Complete the narrative portion of your application being sure to respond to all items identified in this manual, and include all required schedules and attachments that are pertinent to your application.
- All applications must be single spaced, **with no less than 10-point type size**. The narrative portion of the application shall total **no more than three double-sided sheets of recycled content paper** (8.5"x11") not including the following attachments: (1) Signed Recycling Program Grant Application Form, (2) Disclosure Form, and (3) Budget Form and narrative description of budget. Narrative description of budget should be double-sided if longer than one page. (These forms are available for download at www.azdeq.gov)
- Submit one original and 15 copies of the grant application package. Your package must be submitted in a sealed envelope or package. The original copy of the application must be clearly labeled "original" and must include the original *Grant Application Form* with an original ink signature by a person who is legally authorized to enter into an agreement on behalf of the applicant.
- The application must be in the sequence requested and include page numbers. *ADEQ will not provide any reimbursement for the cost of developing or presenting applications.* Failure to include requested information may result in the rejection of your application or may have a negative impact on the evaluation of the application.
- Submit the completed grant application package by the deadline identified in this application packet.
- **Late applications will not be accepted.**
- The Department may conduct discussions, request additional information, suggest changes to the application, and negotiate project price adjustments. If discussions/negotiations are conducted, applicants may be invited to modify their applications. ADEQ reserves the right to award grants for less monies than requested.
- ADEQ cannot accept submissions via fax or e-mail. The application must be physically delivered or mailed in paper copy.
- **Mail or deliver applications to ADEQ 1110 West Washington Street, Attn: Recycling Program, Phoenix, Arizona, 85007**

Chapter 4 After the Award

Duties & Responsibilities

Applicants will be notified in writing after the evaluation process is completed. If the applicant is not awarded a grant, the notification letter will provide a point of contact to review the evaluation if desired. If the applicant is awarded a grant, this letter will be accompanied by two original Grant Agreements. After notification of a grant award, the applicant must:

- ***NOTE: Work cannot be started on a project until the Grant Agreement is executed, a Certificate of Insurance is submitted, and you receive a Notice to Proceed letter from ADEQ.***
- Sign ***both*** original Grant Agreements and return to ADEQ within 30 days of receipt. ADEQ will execute the Grant Agreement and return an original to the applicant (now referred to as the Grantee).
- Submit a Certificate of Insurance (see *Grant Agreement Terms and Conditions 6.2*).
- Set up a project file to maintain a record of all correspondence, receipts, invoices, and copies of all reports and documents associated with the project (see *Grant Agreement Terms and Conditions 3.3*).
- Establish a separate bank account for the deposit of grant funds, carrying the name and number of this project (see *Grant Agreement Terms and Conditions 4.2.1*).
- If you will be using sub-contractors to perform work under the Grant Agreement, you are required to recruit disadvantaged businesses, document those efforts, and report this information to ADEQ annually.
- Use the Instructions for *Record Keeping Requirements* as a guideline for maintaining adequate financial records. The mid-term report and final report must be submitted to ADEQ as determined in the Task and Payment Schedule. A copy should be maintained by the Grantee in their project file.
- Use the *Request for Reimbursement* form to request grant funds from the Department.

Record Keeping Requirements

1. A file must be dedicated to this grant agreement and all records relevant to this project shall be retained by the Grantee for five years after the final report is submitted.

2. The mid-project report shall be submitted as agreed upon in the Task and Payment Schedule. The mid-project report and/or payment requests shall include, but are not limited to: a *Budget*, a narrative progress report, and a *Request for Reimbursement* (as applicable).

A. The *Budget* must track the approved budget and report the budget expenditures (grant expenditures and match expenditures) for the current period and cumulatively.

B. The narrative progress mid-project report shall adequately discuss progress in completing the approved *Project Tasks and Deliverables* and discuss any delays or problems preventing expeditious completion of the project. *Reimbursements will only be made if all appropriate documentation is submitted.*

3. Reports shall be in electronic format (on either a CD or sent via e-mail). A paper copy of the reports shall be provided to ADEQ in addition to the electronic submittal.

4. The Grantee is responsible for maintaining all records including supporting documentation adequate to demonstrate that costs claimed have been incurred, are applicable to the Grant, and comply with applicable cost principles. For any budget expenditures, the following documentation, if applicable, will be maintained by the grantee and made available to ADEQ upon request.

A. Employee related expense detail and explanation.

B. An itemization of per diem rates, equipment rental/usage rates, etc.

C. Copies (or originals) of time sheets for employees and/or volunteers, with employee's and supervisor's signatures, noting dates, hours, and projects worked.

D. Copies (or originals) of logs/schedules for equipment usage, signed statements noting fair market value for in-kind donations of materials or supplies.

E. Copies or originals of invoices for materials, supplies, equipment, etc.

Note: All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement. ADEQ has the right to disallow contributions determined inappropriate or unreasonable.

5. At the end of the project, a final budget report or *Record Keeping Report* and final narrative report must be submitted and approved by ADEQ. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the project. ADEQ will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled.

Recycling Program Grant Agreement Terms and Conditions

1.0 Definition of Terms

- 1.1 “**Applicant**” means a person, firm, or other organization that submits or is considering submitting an application.
- 1.2 “**Application**” means a response submitted pursuant to a Request for Grant Applications (RFGA).
- 1.3 “**Days**” means calendar days unless otherwise specified.
- 1.4 “**Department**” means the Arizona Department of Environmental Quality (ADEQ).
- 1.5 “**Director**” means the Director of ADEQ.
- 1.6 “**Equipment**” means tangible, nonexpendable, personal property, including supplies, having useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
- 1.7 “**Grant Agreement**” means the RFGA (including the manual referenced in the RFGA) and the application (including any revisions requested by the Department) and any Grant Agreement Amendments.
- 1.8 “**Grant Agreement Amendment**” means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
- 1.9 “**Gratuity**” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10 “**Grantee**” means an applicant that is awarded a Grant Agreement.
- 1.11 “**In-Kind Match**” means grantee in-kind resources and may include use of equipment, salaries of existing employees, extended warranties, project-specific operating costs (such as costs of **additional** insurance required as a direct result of your project) and other in-kind resources.
- 1.12 “**Key Personnel**” means those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical, or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning.
- 1.13 “**Key Personnel Volunteer**” means any person who does not receive monetary compensation for the work contributed to the project and who has been listed as Key Personnel.
- 1.14 “**Manual**” means the ADEQ Recycling Program Grant Manual.
- 1.15 “**Monetary Match**” means grantee funds used to purchase supplies, equipment, structures, land and the hiring of new personnel.
- 1.16 “**Partner**” means an organization or person that is contributing equally to the project and is not a paid subcontractor.
- 1.17 “**Records**” means all books, accounts, reports, files and other records relating to this Grant Agreement.
- 1.18 “**Request for Grant Applications**” means the document the Department utilizes to request applications.
- 1.19 “**Subcontract**” means any contractual Grant Agreement, express or implied, between the Grantee and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Grant Agreement.
- 1.20 “**Volunteer**” means any person who does not receive monetary compensation for the work contributed to the project and who has not been listed as Key Personnel.

2.0 Grant Agreement Interpretation

- 2.1 **Arizona Law.** This Grant Agreement shall be interpreted under Arizona law and, if applicable, under federal law. The Department is authorized to enter into Grant Agreements by Arizona Revised Statutes (A.R.S.) Title 49. The Department is soliciting grants using the process given in A.R.S. Title 41, Chapter 24.
- 2.2 **Implied Terms.** Each provision of law and any terms required by law to be in this Grant Agreement are a part of this Grant Agreement as if fully stated in it.
- 2.3 **Language and Marginal Headings.** Language as used in this Grant Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders. Marginal headings are included for ease of reading only and shall have no effect on the construction or interpretation of this Grant Agreement.

2.4 Relationship of Parties. Neither party to this Grant Agreement shall be deemed to be the employee or agent of the other party.

2.5 Lobbying. Grantee shall not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. 41-1231 et.seq., using monies awarded under this Grant Agreement. Upon award of this Grant Agreement, Grantee shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Grantee shall implement and maintain adequate controls to assure that monies awarded under a Grant shall not be used for lobbying. All proposed Grantees shall be subject to the same lobbying provisions stated above. Grantee must include anti-lobbying provisions in all Grant Agreements with subcontractors.

2.6 Severability. The provisions of this Grant Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant Agreement.

2.7 No Parole Evidence. This Grant Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

2.8 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Grant Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Grant Agreement Administration and Operation

3.1 Project Period. The Department agrees to reimburse Grantees for work activities performed during the project period as described in this Grant Agreement. The Department is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Agreement or after the project period has elapsed. The Grantee understands that the Department may terminate this Grant Agreement (see paragraph 14.5 of this Grant Agreement), if the project is not initiated within three months after entering into this Grant Agreement. The Department may extend the project period, if requested by the Grantee by executing a Grant Agreement Amendment (see 5.1, Grant Agreement Amendments).

3.2 Reports. A budget report and a narrative report shall be submitted on a calendar quarterly basis. Reports shall be sent to the Department as agreed upon in the Task and Payment Schedule. Reports shall be in electronic format (disk or e-mail). A paper copy of the reports shall be mailed to the Department in addition to the electronic submittal. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a narrative of the project's progress, as applicable. Grantee must obtain pre-approval from the ADEQ Grant Manager before any funds are relocated from the original/approved budget. The Grantee is responsible for responding to any inquiries from the Department. At the end of the project, a final budget report and a final narrative report must be submitted and approved by the Department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the Recycling Program. An electronic format of the final report is required to close out the project. The Department will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

3.3 Records and Audit. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all Records for a period of five years after the completion of the Grant Agreement. Upon request, the Grantee shall produce a legible copy of any or all such Records. All Records shall be subject to inspection and audit by the Department, and where applicable the Federal Government, at reasonable times.

3.4 Printing Credit. Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by the ADEQ Grant Manager prior to printing or displaying information. These items shall include the statement "Funded by a grant from the Arizona Department of Environmental Quality."

3.5 Recycled Materials. To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.

3.6 Nondiscrimination. The Grantee shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to

employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

3.7 Inspection. The Grantee agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Grant Agreement.

3.8 Advertising and Promotion of Grant Agreement. The Grantee shall not advertise or publish information for commercial benefit concerning this Grant Agreement without the prior written approval of the Department.

3.9 Ownership of Information. Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Agreement shall rest in the Department, except for copyrighted material prepared in advance of this Grant Agreement by the Grantee at the expense of the Grantee. ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement, except for copyrighted material as provided in 6.1.2 of this Grant Agreement. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement.

3.10 Equipment. Unless written exceptions are given by ADEQ, all purchases of equipment made with any funds provided by ADEQ shall be used for the purposes specified in the Grant Agreement for the period of at least three years from the purchase date, to include maintaining appropriate insurance and registration. ADEQ strongly recommends the purchase of equipment that is made with recycled content material when it is applicable. Serial and/or vendor numbers, and photographs shall be provided to ADEQ within 90 days after receipt of the purchased equipment.

3.10.1 All equipment purchased with ADEQ funding shall be used solely for the project funded. All purchased equipment shall be used for business use only and not for personal use. All purchased equipment shall be used, or stored when not in use, in the state of Arizona only.

3.10.2 Funding shall not be used to purchase luxury vehicles with luxury equipment. ADEQ will determine if a vehicle or equipment is considered luxury.

3.10.3 Non-compliance may be considered a default as per Item 14.6, Termination for Default. This could lead to a demand for reimbursement to ADEQ for its share of the equipment purchased.

3.10.4 ADEQ reserves the right to file a Financing Statement (Form UCC-1) with respect to any equipment purchased with any ADEQ funds.

3.10.5 All equipment and/or vehicles that are purchased with ADEQ funding must have the Arizona Recycling Emblem when appropriate with the Grantee's own business signage permanently applied to the vehicle and/or equipment. The appropriateness of the Arizona Recycling Emblem will be determined by the Grant Manager.

3.10.6 Grantee's shall keep a mileage or hour usage log and submit the mileage log with each quarterly report for all vehicles and equipment purchased with ADEQ funding. Mileage will be reimbursed based on the State rates shown in the General Accounting Office (GAO) manuals travel policy section II-D6, otherwise, it will be a monetary match. Visit the GAO web site at <http://www.gao.state.az.us> for details.

3.10.7 The Grantee shall provide coverage for property losses due to insured perils on an all risk basis for any property in the care, custody or control of this Grant Agreement for full replacement value.

3.11 Disadvantaged Business Requirements. The U.S. Environmental Protection Agency mandates Grant Agreements funded by federal money include requirements relating to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and Small Business Concerns (SBE). The Grantee, and any subcontractors, shall comply with these requirements contained in the grant manual.

3.12 Operation and Maintenance. Any management practices implemented for the project must be properly operated and maintained for the intended purposes or as defined in the special conditions of the Grant Agreement. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practices safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.

4.0 Grant Funding

4.1 ***Use of Grant Funds.*** Awarded grant funds shall be used solely for eligible purposes as approved by the Department. Line item funding is considered estimates of costs, however, the total project cost are considered exact and shall not be exceeded by the Grantee unless otherwise amended.

4.2 Funding Disbursement.

4.2.1 Transferred grant funds shall be deposited by the Grantee in a separate project account carrying the name and number of the project and the funds shall be expended from the account only as authorized under the terms of this Grant Agreement.

4.2.2 All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement.

4.2.3 All requests for reimbursement shall be accompanied by reasonable assurance (documentation, receipts, and invoices) that the goods and services for which payment is requested were actually received and performed. The Department has the right to disallow contributions determined inappropriate or unreasonable.

4.2.4 Payments will be made upon approval by the Department.

4.3 Applicable Taxes.

4.3.1 The Department shall reimburse only the rate and/or amount of taxes identified in the grant application and included in the costs within the approved budget or in any resulting Grant Agreement.

4.3.2 The Department is subject to all applicable state and local transaction privilege taxes.

Transaction privilege taxes apply to the sale and are the responsibility of the Grantee to remit. Failure to collect taxes from the buyer does not relieve the seller from the obligation to remit taxes.

4.3.3 Grantee and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. The Grantee shall, and require all subcontractors to hold the Department harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 In order to receive payment under any resulting Grant Agreement, the Grantee shall have a current IRS-W9 Form on file with the Department.

4.4 ***Non-Availability of Funds.*** Every payment obligation of the Department under this Grant Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated, allocated, or available for the continuance of this Grant Agreement, this Grant Agreement may be terminated by the Department at the end of the period for which funds are available. No liability shall accrue to the Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5.0 Grant Agreement Changes

5.1 ***Grant Agreement Amendments.*** The Grant Agreement shall be modified only through a Grant Agreement Amendment. Unauthorized changes to this Grant Agreement shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant Agreement based on those changes.

5.2 ***Subcontracts.*** The Grantee shall not enter into any Subcontract under this Grant Agreement without consideration for impact on the project. Grantee shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 3.2, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Grant Agreement.

5.3 ***Assignment and Delegation.*** The Grantee shall not assign any right nor delegate any duty under this Grant Agreement without the prior written consent of the Department. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Department determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Recycling Grant Program.

6.0 Indemnification and Insurance

6.1 ***Indemnification Clause.*** Grantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages,

losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Grant Agreement, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Grantee for the State of Arizona. *This indemnity shall not apply if the Grantee or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.*

6.2 Insurance Requirements. Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Grant Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Grant Agreement and in no way limit the indemnity covenants contained in this Grant Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant Agreement by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

6.2.1 Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

6.2.2 Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

6.2.2.1 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee."

6.2.2.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.3 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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6.2.3.1 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee."

6.2.4 Worker's Compensation and Employer's Liability.

Worker's Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000

Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

6.2.4.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.4.2 This requirement shall not apply to: Separately, EACH Grantee or subcontractor exempt under A.R.S. 23-901, AND when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.2.5 Professional Liability (Errors and Omissions Liability).

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

6.2.5.1 In the event that the professional liability insurance required by this Grant Agreement is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Grant Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Grant Agreement is completed.

6.2.5.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.5.3 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Grant Agreement.

6.2.6 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

6.2.6.1 The State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by the Grant Agreement.

6.2.6.2 The Grantee's insurance coverage shall not be limited to the liability assumed under the indemnification provisions of this Grant Agreement.

6.2.7 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Grant Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the State of Arizona Department of Environmental Quality, Attn: Waste Programs Division, Recycling Program, 1110 W. Washington Street, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

6.2.8 Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

6.2.9 Verification of Coverage. Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Grant Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

6.2.9.1 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Grant Agreement must be in effect at or prior to commencement of work under this Grant Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Grant Agreement, or to provide evidence of renewal, is a material breach of this Grant Agreement.

6.2.9.2 All certificates required by this Grant Agreement shall be sent directly to the State of Arizona Department of Environmental Quality, Attn: Contracts and Procurement, 1110 W. Washington Street, Phoenix, Arizona 85007. The State of Arizona Grant Agreement number and project description shall be noted on the

certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6.2.10 Subcontractors. Grantees' certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.2.11 Approval. Any modification or variation from the insurance requirements in this Grant Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Amendment, but may be made by administrative action.

6.2.12 Exceptions. In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 No Obligation in Excess of Appropriations. Nothing in this Grant Agreement shall be construed as obligating the Department in the expenditure of funds or as involving the Department in any contract or other obligation of the future payment of money in excess of appropriations authorized by law and budgeted and approved by the Department.

8.0 Patent and Copyright. The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Agreement performance or use by the State of materials furnished or work performed under this Grant Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph.

9.0 Third Party Antitrust Violations. The Grantee assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Grant Agreement.

10.0 Key Personnel. It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Grant Agreement. The Grantee must assign specific individuals to the key positions. Once assigned to work under the Grant Agreement, Grantees shall not remove or replace key personnel without consideration for impact to the project and the prior written approval of the Grant Manager. The Grantee shall bear all transitional expenses incurred due to replacement of Key Personnel.

11.0 Compliance with Applicable Laws. The materials and services supplies under this Grant Agreement shall comply with all applicable Federal, state and local laws. Grantee shall maintain and comply with all applicable licenses and permit requirements.

12.0 Grantee's Representations and Warranties. All representations and warranties made by the Grantee under this Grant Agreement and within the application shall survive the expiration or termination of the Grant Agreement. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, chapter 5.

13.0 Department's Contractual Remedies

13.1 Right to Assurance. If the Department in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Grant Agreement, the Department may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at the Department's option, be the basis for terminating the Grant Agreement.

13.2 Non-exclusive Remedies. The rights and the remedies of the State under this Grant Agreement are not exclusive.

14.0 Grant Agreement Termination

14.1 Conflict of Interest. The Grantee shall submit a written disclosure of any business or financial relationship having a monetary worth exceeding \$50,000, that the Grantee, relative of the Grantee, individual employee, subcontractor(s) or relative(s) of subcontractor(s) may have with respect to this Grant Agreement. The period of

disclosure shall be one fiscal year period immediately preceding this Grant Agreement, as established by the Grantee's standard accounting practices, and during the term of any resultant Grant Agreement.

14.2 *Cancellation for Conflict of Interest.* Pursuant to A.R.S. § 38-511, the State may cancel this Grant Agreement within 3 years after Grant Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Agreement on behalf of the State is or becomes at any time while the Grant Agreement or an extension of the Grant Agreement is in effect an employee of or a consultant to any other party to this Grant Agreement with respect to the subject matter of the Grant Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time.

If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Grant Agreement as provided in A.R.S. § 38-511.

14.3 *Gratuities.* The Department may, by written notice, terminate this Grant Agreement, in whole or in part, if the Department determines the Grantee or a representative of the Grantee offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Grant Agreement. The Department, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Grantee.

14.4 *Suspension or Debarment.* The State may, by written notice to the Grantee, immediately terminate this Grant Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of a Grant Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Department.

14.5 *Termination for Convenience.* The Department reserves the right to terminate the Grant Agreement in whole or in part at any time, when in the best interests of the State of Arizona without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Department. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant Agreement shall become the property of and be delivered to the Department. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

14.6 *Termination for Default.* The Department reserves the right to terminate the Grant Agreement in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Grantee.

14.7 *Continuation of Work Activities after Termination.* Termination of this Grant Agreement does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

14.8 *Disputes.* The parties to this Grant Agreement agree to resolve all disputes arising out of or relating to this Grant Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 except as may be required by other applicable state or federal statutes and law.

CHECKLIST FOR COMPLETED APPLICATION

FORMAT

Single spaced	[]
10 point type or greater	[]
Printed on recycled content paper	[]
Double sided copies	[]

CONTENT

Completed and signed Recycling Program Grant Application Form	[]
Completed Disclosure Form	[]
Narrative of Application	[]
Completed Budget Form	[]
Narrative Description of Budget	[]
1 original	[]
15 additional copies	[]

DELIVERY

Sealed package with the Grant Program number EV07-0062 and Applicants name and address clearly indicated on outside of package. Each application should be packaged separately.

Delivered or mailed to ADEQ 1110 West Washington Street, Attn: Recycling Program, Phoenix, Arizona, 85007, by 3:00 p.m. Arizona time, no later than Wednesday, November 15, 2006.

FAILURE TO INCLUDE ALL OF THE ITEMS AND INFORMATION REQUIRED MAY RESULT IN AN APPLICATION BEING REJECTED.

ATTACHMENT 1
Grant Application Form

Arizona Department of Environmental Quality Recycling Program Grant Application Form WRA: Household Hazardous Waste and Electronic Collection Project											
Project Title – Please limit the length of the title to one line.											
Project Description – The project description should identify the type of project and the name of the specific program.											
Authorizing Agency – Enter the name of the organization who is applying for the grant. Name: Address: City: State: Zip Code:	Authorized Agency Contact – Enter the name of the person who will be accepting responsibility for the terms and conditions of the Grant Agreement. This person must sign the signature page. Name: Address: City: State: Zip Code:										
Project Manager – Enter the name, title and contact information of the individual who will have the day-to-day knowledge of the project and should be contacted if clarification is required: <table style="width: 100%;"><tr><td style="width: 50%;">Name:</td><td style="width: 50%;">Title:</td></tr><tr><td>Address:</td><td>Phone:</td></tr><tr><td>City:</td><td>Fax:</td></tr><tr><td>State:</td><td>E-mail:</td></tr><tr><td>Zip Code:</td><td></td></tr></table>		Name:	Title:	Address:	Phone:	City:	Fax:	State:	E-mail:	Zip Code:	
Name:	Title:										
Address:	Phone:										
City:	Fax:										
State:	E-mail:										
Zip Code:											
Organization type, check one: <input type="checkbox"/> Political subdivision <input type="checkbox"/> Tribal Government											
Project Costs: <table style="width: 100%;"><tr><td style="width: 80%;">1. Requested Funds:</td><td style="width: 20%;">\$ _____</td></tr><tr><td>2. Matching Funds:</td><td>\$ _____</td></tr><tr><td>3. Total Project Cost (Total lines 1 and 2):</td><td>\$ _____</td></tr></table>		1. Requested Funds:	\$ _____	2. Matching Funds:	\$ _____	3. Total Project Cost (Total lines 1 and 2):	\$ _____				
1. Requested Funds:	\$ _____										
2. Matching Funds:	\$ _____										
3. Total Project Cost (Total lines 1 and 2):	\$ _____										
Are you or your organization currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity? <input type="checkbox"/> Yes <input type="checkbox"/> No											
<p>The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and scope in this grant application. Signature certifies understanding and compliance with the application attached hereto. ADEQ may approve the grant application with modifications to scope, methodology, schedule, final projects and/or budget.</p> <p>Authorized Signature _____ Print Name _____</p> <p>Date _____ Company/Agency _____ Title _____</p> <p>The Grant Application Form must be signed by the individual legally authorized to act on behalf of the applicant in conducting all official business relating to the project. Signing this form and submitting a grant application package, certifies that the applicant has authority to enter into the Agreement, accept funding, and fulfill the terms of the proposed project if approved. Applicant is required to read the Arizona Department of Environmental Quality Recycling Program Grant Agreement Terms and Conditions and be legally authorized to enter into an agreement with ADEQ.</p>											

ATTACHMENT 2
DISCLOSURE FORM

Name of Organization:	Title of Project:		
Type of Organization, check one: <input type="checkbox"/> Political Subdivision <input type="checkbox"/> Tribal Government			
Disclosure and Explanation of Potentially Inconsistent Conduct			
Check applicable box:	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 5px;">Disclosures listed below</td><td style="width: 50%; padding: 5px;">Nothing to disclose</td></tr></table>	Disclosures listed below	Nothing to disclose
Disclosures listed below	Nothing to disclose		
<p>Identify any instances, within the last five years, in which the organization's conduct may be determined to be inconsistent with the state's interests. Provide information, below, to assist in a determination of eligibility.</p>			

BUDGET FORM

Personnel Costs: (List principles by name and future employees by title. Provide hourly rate and number of hours in the narrative description of the budget plan.)

Personnel Name	Hourly Rate and Number of Hours	Grantee's Contribution		Requested Funds	Extended Total
		Monetary	In-Kind		
Total					

Equipment Costs: (List all items of equipment to be purchased valued greater than \$50.)

Equipment	Grantee's Contribution		Requested Funds	Extended Total
	Monetary	In-Kind		
Total				

Other Direct Costs: (List services such as contractor, consultant, materials, supplies, etc. Call (602) 771-4134 if you have questions on acceptable charges.)

Type	Grantee's Contribution		Requested Funds	Extended Total
	Monetary	In-Kind		
Total				

Total Budget: (Total the following columns: Monetary, In-Kind, Requested Funds and Project Total.)

	Grantee's Contribution		Requested Funds	Project Total
	Monetary	In-Kind		
Grand Totals				